

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consolidated Resorts, Inc.		08/31/2010	CORPORATION: HAWAII
RECEIVING PARTY DATA			
Name:	2940 Holdings, LLC		
Street Address:	801 S. Rampart Blvd.		
Internal Address:	Ste 200		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89145		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3507259	TAHITI VILLAGE	
Registration Number:	3422201	TAHITI VILLAGE	
CORRESPONDENCE DATA			
Fax Number:	(702)792-9002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	lvpto@gtlaw.com		
Correspondent Name:	Lauri S. Thompson		
Address Line 1:	3773 Howard Hughes Pkwy.		
Address Line 2:	Suite 400 N.		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	087587.000037		
NAME OF SUBMITTER:	William A. Leonard, Jr.		
Signature:	/William A. Leonard, Jr./		

CH \$65.00 3507259

900172702

**TRADEMARK
 REEL: 004286 FRAME: 0652**

Date:

09/29/2010

Total Attachments: 4

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ASSIGNMENT OF INTANGIBLE PROPERTY

This Assignment of Intangible Property is entered into as of August 31, 2010 (the "Effective Date") by WILLIAM A. LEONARD, JR., CHAPTER 7 TRUSTEE ("Assignor") for each of the following debtors in the United States Bankruptcy Court for the District of Nevada: (i) CONSOLIDATED RESORTS, INC., Case Number 09-22035; (ii) CONSOLIDATED REALTY, INC., Case Number 09-22031; (iii) CONSOLIDATED MAUI, INC., Case Number 09-22036; (iv) CONSOLIDATED KONA, INC., Case Number 09-22037; (v) SOLEIL LV, LLC, Case Number 09-22040; and (vi) CONSOLIDATED TAHITI, INC., Case Number 09-22041; and 2940 HOLDINGS, LLC, a Nevada limited liability company ("Assignee"), with reference to the following:

RECITALS

A. Assignor and The ASNY Company, LLC, a Delaware limited liability company ("Buyer") have entered into that certain Asset Purchase Agreement, dated as of May 13, 2010 (the "Agreement").

B. Pursuant to the terms of the Agreement, Assignor and Assignee have agreed to an assignment and transfer to Buyer or its permitted assignees of all of Assignor's right, title and interest in and to all of the Intangible Property, as defined in the Agreement, owned by Assignor, including, without limitation, those assets described on Exhibit A attached hereto, but excluding all Excluded Assets, as defined in the Agreement, and all software, including the Cornerstone software, domain names and trademarks owned by Consolidated Resorts, Inc., and all telephone numbers and facsimile numbers of Assignor (which are otherwise being transferred by Assignor under the Agreement to other named permitted assignees of Buyer) (collectively, the "Transferred Intangible Property").

C. Assignor now desires to assign all of Assignor's rights, title and interest in and to the Transferred Intangible Property, in accordance with the terms of the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and under the Transferred Intangible Property.

2. Further Acts. Assignor for itself, its successors and assigns, hereby covenants with Assignee, its successors and assigns, that Assignor, its successors and assigns, will do all things and execute and deliver all documents as Assignee, its successors and assigns, reasonably require or request to vest in or confirm to Assignee, its successors and assigns, all Transferred Intangible Property.

3. Interpretation. The captions of the sections of this Assignment are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify,

amplify or aid in the interpretation, construction or meaning of this Assignment. Any pronouns or references used herein shall be deemed to include the masculine, feminine or neuter genders as appropriate. Any expression in the singular or the plural shall, if appropriate in the context, include both the singular and the plural.

4. Attorneys' Fees. In the event of any action or legal proceeding between or among the parties to enforce, protect, interpret or establish any of their rights or obligations under this Assignment or any action or legal proceeding for damages for an alleged breach of any provision of this Assignment, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs.

5. Governing Law; Jurisdiction. This Assignment has been executed and delivered in, and shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of, the State of Nevada. Any litigation arising out of or related to this Assignment shall be instituted and prosecuted only in the appropriate state or federal court situated in Clark County, Nevada. Each party hereto hereby submits to the exclusive jurisdiction and venue of such courts for purposes of any such action and the enforcement of any judgment or order arising therefrom. Each party hereto hereby waives any right to a change of venue and any and all objections to the jurisdiction of the state and federal courts located in Clark County, Nevada.

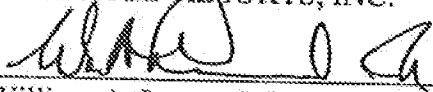
6. Electronic Signatures; Counterparts. For purposes of the execution of this Assignment, fax, PDF or other forms of electronic signatures shall be deemed to be original signatures creating a valid and binding obligation of the party so signing. In addition, this Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

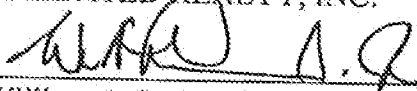
The parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

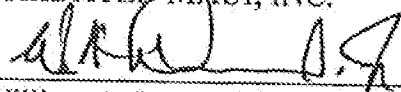
CONSOLIDATED RESORTS, INC.

By: 
William A. Leonard, Jr.,
the Duly Appointed Chapter 7 Trustee

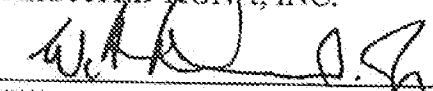
CONSOLIDATED REALTY, INC.

By: 
William A. Leonard, Jr.,
the Duly Appointed Chapter 7 Trustee


CONSOLIDATED MAUI, INC.

By: 
William A. Leonard, Jr.,
the Duly Appointed Chapter 7 Trustee

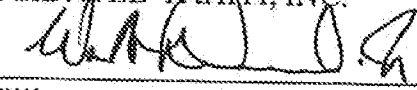
CONSOLIDATED KONA, INC.

By: 
William A. Leonard, Jr.,
the Duly Appointed Chapter 7 Trustee

SOLEIL LV, LLC

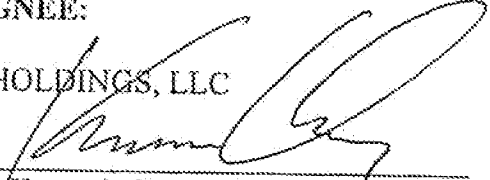
By: 
William A. Leonard, Jr.,
the Duly Appointed Chapter 7 Trustee

CONSOLIDATED TAHITI, INC.

By: 
William A. Leonard, Jr.,
the Duly Appointed Chapter 7 Trustee

ASSIGNEE:

2940 HOLDINGS, LLC

By: 
Kenneth Chupinsky, its Manager

TRADEMARK

REEL: 004286 FRAME: 0656

Exhibit A

Intangible Property

1. Club de Soleil service marks (registration Numbers 2435728 and 2419841)
2. Tahiti Village service marks (registration Numbers 3507259 and 3422201)
3. Tahiti trade name
4. Consolidated Resorts, Inc. name
5. Consolidated Realty, Inc. name
6. Consolidated Maui, Inc. name
7. Consolidated Kona, Inc. name
8. Consolidated Tahiti, Inc. name
9. Soleil LV, LLC name